



REQUEST FOR QUOTATIONS (RFQ)
PROCUREMENT OF EQUIPMENT & PROCESS LINE REQUIREMENTS FOR BANANA PAPER
PRODUCTION
(RFQ - GLED/2017/34)

	DATE: September 14, 2017
	REFERENCE: RFQ - GLED/2017/34

Dear Sir / Madam:

We kindly request you to submit your quotation for following mentioned items, when preparing your quotation, please be guided by the requirements indicated in following table.

Lot No	Item No	Description of Goods	Quantity	Delivery Location
1	1	Pulping machine/Hydro pulper	1 No	Jaffna
	2	Paper forming screens (Mesh #50 as per US standard mesh chart; 100 mesh openings in one inch)	500 Nos	
	3	Prepared pulp storage tank	1 No	
	4	Pulp dilution tanks	2 Nos	
	5	Calendaring machine	1 No	
	6	Crusher/ Low speed granulator	1 No	
2	1	Storage racks (Steel)	2 Nos	
	2	Drying racks, Extractor fans and other miscellaneous items	10 steel racks and 4 extractor fans with all necessary Wiring and accessories.	
3	1	Digital weighing Platform balance	1 No	
	2	Electronic trade weighing scale	1 No	

The technical specifications, price schedule, delivery locations and terms/conditions can be downloaded free of charge from www.lk.undp.org (operations>procurement>procurement notices) from **14 September 2017 to 10 October 2017**. Any supplier who submits a quotation without conforming to the bidding documents will be considered as technically noncompliant and the offer will be rejected. Partial bidding with in each lot will not be accepted. All quotations must be clearly marked with (RFQ - GLED/2017/34) on the top left corner of the envelope. The deadline for the submission of the quotations is **10 October 2017, 2.00pm** and all quotations must be sealed and delivered to the addresses below. All late offers will be rejected and returned to the bidder unopened.

Head of Procurement/Administration
United Nations Development Programme
202-204 Bauddhaloka Mawatha,
Colombo 07, Sri Lanka.

UNDP reserves the right to accept or reject any bid. The procurement process will be governed by the rules and regulations of the United Nations Development Programme (UNDP)

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input checked="" type="checkbox"/> DDP Sri Lanka, Jaffna District (INCOTERM 2010)
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offoror
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input checked="" type="checkbox"/> Annex 3- UNDP Expected Delivery Date and Time has given and Supplier to indicate the Delivery Schedule in the same Annex.
Preferred Currency of Quotation	<input checked="" type="checkbox"/> Local Currency: Sri Lankan Rupees
Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of all applicable taxes <ul style="list-style-type: none"> For international/import and supply, all import duty/tax must be included for final price. For local supply, all applicable taxes such as VAT/NBT must be included for final price.
Warranty and After-sales services required	<input checked="" type="checkbox"/> warranty as specified in Technical (part-to-part replacement) shall be provided for all the equipment and installation from the date of commissioning.
Deadline for the Submission of Quotation	02.00pm, Tuesday, October 10, 2017 and Sri Lanka, Colombo
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	1. Documents to accept the offer as responsive: <input checked="" type="checkbox"/> Business registration <input checked="" type="checkbox"/> Previous local projects and supply reference list and scope 2. Documents to be submitted for RFQ evaluation: <input checked="" type="checkbox"/> Duly completed Price Schedule – Annex 2 <input checked="" type="checkbox"/> Delivery Schedule – Annex 3 <input checked="" type="checkbox"/> Technical data sheets, catalogues etc. <input checked="" type="checkbox"/> Warranty and After-Sales Information

Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Payment Terms	<input checked="" type="checkbox"/> 30 days Credit
Evaluation Criteria	<input checked="" type="checkbox"/> Submission of documents to qualify as a responsive bidder (Refer to 'Documents to be submitted') <input checked="" type="checkbox"/> Submission of documents for RFQ evaluation (Refer to 'Documents to be submitted') <input checked="" type="checkbox"/> Warranty and After-Sales arrangement <input checked="" type="checkbox"/> Price
UNDP will award to:	<input checked="" type="checkbox"/> One supplier per Lot *Upon the request of UNDP, suppliers must be able to provide/produce the samples of the quoted items prior to the confirmation of the order.
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Conditions for Release of Payment	<input checked="" type="checkbox"/> Completion of Installation, commissioning and training at site. <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Technical Specifications (Annex 1) <input checked="" type="checkbox"/> Price Schedule (Annex 2) <input checked="" type="checkbox"/> Delivery Schedule (Annex 3) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries	<u>procurement.lk@undp.org</u> Head of Procurement/Administration Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 4.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,

Head of Procurement/Administration
United Nations Development Programme (UNDP)
202-204 Bauddhaloka Mawatha
Colombo 07, Sri Lanka.


Annex 1: Technical Specification

Lot 1:

Item No	Description of Goods
1	<p><u>Pulping machine/Hydro pulper</u></p> <p>Volume (m3): 1 Capacity (t/d): 2-5 Power (kw): 7.5 Motor Power: Three Phase Material: Mild Steel Accessories: All relevant accessories should be supplied After sales services: Required, such as availability of spare parts, replacement of spare parts, any technical repairs/services. Pls specify if conditions apply Warranty: 1 year or six months</p>
2	<p><u>Paper forming screens</u></p> <p>Mesh #50 as per US standard mesh chart; 100 mesh openings in one inch Purpose: Mould for forming wet paper from the pulp. Size: 2 × 2 ½' Size of aluminum frame is ½" and Net fixing with aluminum bar Material: Aluminum or wooden frame with nylon mesh (Mesh #50 as per US standard mesh chart; 100 mesh openings in one inch). Accessories: All relevant accessories should be supplied</p>
3	<p><u>Prepared pulp storage tank</u></p> <p>Purpose: Temporary store the pulp prepared from hydro pulper. Size: 4'×2 ½' × 4' (Length x Width x Height) Material: Made from reinforced Fiberglass with enough strength to avoid deformation when it is full. Thickness: Minimum 3 mm 4" diameter outlet at the bottom Accessories: All relevant accessories should be supplied</p>
4	<p><u>Pulp dilution tank</u></p> <p>Purpose: Dilute pulp as required for paper making and to prepare wet paper on the paper forming screen from diluted pulp. Size: 3 ½' × 3 ½' × 2 ½' (Length x Width x Height) Material: Made out of reinforced Fiberglass with enough strength to avoid deformation when it is full. Thickness: Minimum 3mm. 4" diameter inlet at the top Accessories: All relevant accessories should be supplied</p>

5	<p><u>Calendaring machine</u></p> <p>Purpose: improving texture of the dry paper by imparting smoothness.</p> <p>Roller length: 3-4 ‘</p> <p>Roller diameter: Minimum 3” with adjustable roller gap</p> <p>Motor speed: Adjustable speed 10 rpm – 60 rpm</p> <p>Motor power: 0.75 KW with overload protection for motor, Three Phase</p> <p>Accessories: All relevant accessories should be supplied</p> <p>After sales services: Required, such as availability of spare parts, replacement of spare parts, any technical repairs/services. Pls specify if conditions apply</p> <p>Warranty: 1 year or Six months</p>
6	<p><u>Crusher/ Low speed granulator</u></p> <p>Purpose: Crushing long fibers into small pieces.</p> <p>Rotating speed:235 rpm</p> <p>Motor power:2.2 kW, Three Phase</p> <p>Output – 50 kg/hr</p> <p>Weight: 195 Kg</p> <p>Dimensions: Height – 1200 mm, Length – 630mm, width – 575mm</p> <p>Accessories: All relevant accessories should be supplied</p> <p>After sales services: Required, such as availability of spare parts, replacement of spare parts, any technical repairs/services. Pls specify if conditions apply</p> <p>Warranty: 1 year or Six months</p>

Lot 2:

Item No	Description of Goods
1	<p><u>Storage racks (Steel)</u></p> <p>Purpose: Carrying paper forming screens with wet paper to the drying area.</p> <p>Size: 6' × 2 ½' × 5' (2 No.s')</p> <p>Material: Steel</p> <p>Steel frame 1.5'x1.5'x 3mm vertical bars, 1"x1"x 2 mm horizontal bars</p> <p>Space between two trays is 4", 15 no of trays in one storage rack, tray size is 6'x2.5' with heavy duty caster wheel</p> <p>Accessories: All relevant accessories should be supplied</p>  <p>The diagram shows a three-tier steel storage rack. Red dimension lines indicate the following measurements: the top width is 6 feet, the depth of the top tray is 2.5 feet, and the vertical spacing between each of the four horizontal bars (including the base) is 4 inches. The rack is constructed from vertical and horizontal steel bars and is equipped with four heavy-duty casters at the base.</p>

Drying racks, Extractor fans and other miscellaneous items

Purpose: Drying wet papers on paper forming screens in inside drying area.

Size: 3' × 6' × 10'

Material: Steel frame with metal mesh, Steel frame with heavy duty caster wheels

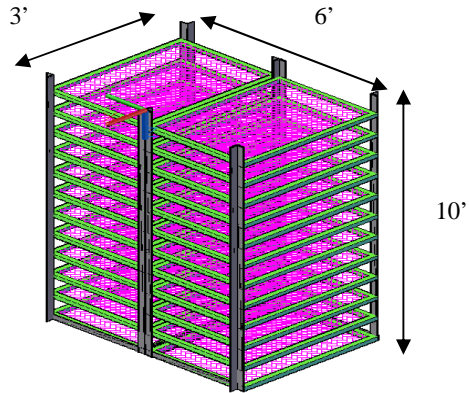
Drying system: solar drying with exhaust fan

Area of the room: 24' x 24' room area with roof of clear corrugated PVC/ polycarbonate roofing sheets

Extractor fans: 4 nos industrial type exhaust fans of diameter 24 inches and power 600 W

Accessories: All relevant accessories should be supplied

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Lot 3:

Item No	Description of Goods
1	<p><u>Digital weighing Platform balance</u> Purpose: weighing banana pseudo stems. Capacity: Maximum – 1 ton Plat form Size 1m ×1.5 m Accessories: All relevant accessories should be supplied Warranty: Six months</p>
2	<p><u>Electronic trade weighing scale</u> Purpose: weighing pulp and other chemicals. Capacity: Maximum – 15Kg Accessories: All relevant accessories should be supplied Warranty: Six months</p>

Annex 2: Price Schedule

Lot 1:

Item No	Description of Goods/Services	Quantity	Price (LKR)
1	Pulping machine/Hydro pulper	1 No	
2	Paper forming screens (Mesh #50 as per US standard mesh chart; 100 mesh openings in one inch)	500 Nos	
3	Prepared pulp storage tank(Cement)	1 No	
4	Pulp dilution tanks (Cement)	2 Nos	
5	Calendaring machine	1 No	
6	Crusher/ Low speed granulator	1 No	
	Sub Total for Equipment		
	Transportation to Jaffna		
	Installation, Commissioning & Training		
	NBT		
	VAT		
	TOTAL PRICE		

Lot 2:

Item No	Description of Goods/Services	Quantity	Price (LKR)
1	Storage racks (Steel)	2 Nos	
2	Drying racks, Extractor fans and other miscellaneous items	10 steel racks and 4 extractor fans with all necessary Wiring and accessories.	
	Sub Total for Equipment		
	Transportation to Jaffna		
	Installation		
	NBT		
	VAT		
	TOTAL PRICE		

Lot 3

Item No	Description of Goods/Services	Quantity	Price (LKR)
1	Digital weighing Platform balance	1 No	
2	Electronic trade weighing scale	1 No	
	Sub Total for Equipment		
	Transportation to Jaffna		
	Installation, Commissioning & Training		
	NBT		
	VAT		
	TOTAL PRICE		

Annex 3: Delivery Schedule

Lot 1

Description of Goods/Services	Expected Delivery in Weeks from the date of Purchase Order	Suppliers' Delivery Schedule in Weeks from the date of Purchase Order
Supply of Machinery and Equipment at site	2 Weeks	Weeks
Installation, Commissioning & Training	1 Weeks	Weeks
Total Weeks	3 Weeks	Weeks

Lot 2

Description of Goods/Services	Expected Delivery in Weeks from the date of Purchase Order	Suppliers' Delivery Schedule in Weeks from the date of Purchase Order
Supply of Machinery and Equipment at site	2 Weeks	Weeks
Installation	1 Weeks	Weeks
Total Weeks	3 Weeks	Weeks

Lot 3

Description of Goods/Services	Expected Delivery in Weeks from the date of Purchase Order	Suppliers' Delivery Schedule in Weeks from the date of Purchase Order
Supply of Machinery and Equipment at site	1 Week	Week
Total Weeks	1 Week	Week

Annex 4 - General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are

ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 **Arbitration:** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.